



BellSouth Telecommunications, Inc.
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Nashville, Tennessee 37201-3300

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Guy M. Hicks
General Counsel

REC'D TN
REGULATORY AUTH.
AUG 15 PM 2 49
EXECUTIVE SECRETARY
August 15, 2000

VIA HAND DELIVERY

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and DPI Teleconnect, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No. ~~99-00715~~ *00-00716*

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, DPI Teleconnect, LLC and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Kyle Dickson, DPI Teleconnect, LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and DPI Teleconnect, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. ~~99-00715~~ 00-00716

PETITION FOR APPROVAL OF AMENDMENT TO
THE RESALE AGREEMENT NEGOTIATED BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND DPI TELECONNECT, LLC
PURSUANT TO THE
TELECOMMUNICATIONS ACT OF 1996

COME NOW, DPI Teleconnect, LLC ("DPI") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated November 5, 1998 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, DPI and BellSouth state the following:

1. DPI and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to DPI. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on April 20, 1999.

2. The parties have recently negotiated an amendment to the Resale Agreement which authorizes the release of Subscriber Listing Information to Independent Publishers. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, DPI and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between DPI and BellSouth within 90 days of its

submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. DPI and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

DPI and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 15th day of August, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

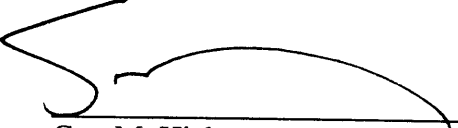
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Resale Agreement on the following via United States Mail on the 15th day of August, 2000:

Mr. Kyle Dickson
DPI Teleconnect, LLC
Suite 410
2525 South Shore Blvd.
League City, TX 77573



Guy M. Hicks

**AMENDMENT
TO THE
RESALE AGREEMENT BETWEEN
DPI TELECONNECT, LLC
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED NOVEMBER 5, 1998**

Pursuant to this Agreement, (the "Amendment"), DPI Teleconnect, LLC ("DPI Teleconnect"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Resale Agreement between the Parties dated ("Agreement").

WHEREAS, BellSouth and DPI Teleconnect entered into a Resale Agreement on November 5, 1998, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Notwithstanding any provision(s) to the contrary, DPI Teleconnect agrees to provide to BellSouth, and BellSouth agrees to accept, DPI Teleconnect's Subscriber Listing Information (SLI) relating to DPI Teleconnect's customers in the geographic area(s) covered by this Resale Agreement. DPI Teleconnect authorizes BellSouth to release all such DPI Teleconnect SLI provided to BellSouth by DPI Teleconnect to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), General Subscriber Services Tariff, Section A38.2, as the same may be amended from time to time. Such CLEC SLI shall be intermingled with BellSouth's own customer listings of any other CLEC that has authorized a similar release of SLI. Where necessary, BellSouth will use good faith efforts to obtain state commission approval of any necessary modifications to Section A38.2 of its tariff to provide for release of third party directory listings, including modifications regarding listings to be released pursuant to such tariff and BellSouth's liability thereunder. BellSouth's obligation pursuant to this Section shall not arise in any particular state until the commission of such state has approved modifications to such tariff.
- 1.2 No compensation shall be paid to DPI Teleconnect for BellSouth's receipt of DPI Teleconnect SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of CLEC's SLI, or costs on an ongoing basis to administer the release of DPI Teleconnect SLI, DPI Teleconnect shall pay to BellSouth its proportionate share of the reasonable costs associated therewith.

- 1.3 BellSouth shall not be liable for the content or accuracy of any SLI provided by DPI Teleconnect under this Agreement. DPI Teleconnect shall indemnify, hold harmless and defend BellSouth from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate DPI Teleconnect listings or use of the SLI provided pursuant to this Agreement. BellSouth shall forward to DPI Teleconnect any complaints received by BellSouth relating to the accuracy or quality of DPI Teleconnect listings.
- 1.4 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.
2. All of the other provisions of the Agreement, dated November 5, 1998, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

DPI Teleconnect, LLC

By: 

Name: David M. Pikoff

Title: Chief Operating Officer

Date: 6-13-00

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 12/14/00